

REQUEST FOR QUOTES

2010 NON-PARTS BLANKET
PURCHASE AGREEMENT

STARK AREA REGIONAL
TRANSIT AUTHORITY

1600 GATEWAY BLVD SE

CANTON, OHIO

DUE DATE:

January 15, 2010

If you have any questions, please contact Charles Koppes
at
(330) 454-6132, ext.541.

Friday, November 20, 2009

Prospective Proposers:

Re: 2010 Non-Parts Blanket Purchase Agreement

The Stark Area Regional Transit Authority (SARTA) transmits herewith a Request for Quotes (RFQ) for the procurement referenced above.

The DBE percentage goal for this procurement is ten percent (10%).

Quotes for this procurement will be received until **4:00 p.m., Friday, January 15, 2010**, at the location noted below. Quotes received after the designated time or at any other than the designated location will not be accepted. Proposals shall be submitted to:

The Stark Area Regional Transit Authority
1600 Gateway Blvd SE
Canton, OH 44707
Attn: Charles Koppes, Procurement Administrator

All communications regarding this procurement, including requests for clarification, shall be directed to:

Charles Koppes, Procurement Administrator
Phone: (330) 477-2782, ext.541
Fax: (330) 454-5476
Email: ckoppes@sartaonline.com

All necessary instructions are included in this RFQ and should be followed with care.

Charles W. Koppes
Procurement Administrator

Attachments

REQUIREMENTS

Section I: Intent

The purpose of this "Request for Quotes" is to establish a blanket purchase agreement for each part listed in Section II: Scope/Specification for the Stark Area Regional Transit Authority (SARTA) for 2010.

As a result of this "Request for Quotes", a Blanket Purchase contract will be entered into by Stark Area Regional Transit Authority. This contract is a fixed price agreement for the year based on total estimated quantities. Each order shall be placed on an as-needed basis for the agreed upon price per unit.

"Request for Pricing" Deadline

The "Request for Pricing" must be received in Stark Area Regional Transit Authority Procurement Office by 4:00 p.m., Friday, January 15th, 2010. However, should the pricing be deemed inadequate or otherwise unacceptable by the Authority, additional responses may be sought.

"Request for Quotes" must be mailed, emailed, faxed or delivered to:

Stark Area Regional Transit Authority
Attention: Procurement Administrator
1600 Gateway Blvd SE
Canton, Ohio 44707
Email: ckoppes@sartaonline.com
Fax: (330) 454-5476

Interpretation of "Request for Quotes"

The vendor must carefully examine the specifications; terms and conditions expressed in the "Request for Quotes" and become fully informed as to the requirements set forth therein.

False or Misleading Statements

Requests for pricing which contain false or misleading statements, or which provide reference which does not support an attribute or condition claimed by the Vendor, may be rejected. If, in the opinion of Stark Area Regional Transit Authority, such information was intended to mislead Stark Area Regional Transit Authority in its evaluation of the "Request for Quotes", and the attribute, condition or capability is a requirement of this "Request for Quotes", it will be the basis for rejection.

"Request for Quotes" as Contract

Each "Request for Quotes" shall be submitted with the understanding that acceptance in writing or by issuance of purchase order by Stark Area Regional Transit Authority of the offer to furnish the equipment or services described therein shall constitute a contract between the successful Vendor and Stark Area Regional Transit Authority, which shall bind the Vendor to furnish and deliver the equipment or service at the proposed price and in accordance with the specifications, terms and conditions, and other requirements detailed in the "Request for Quotes" or subsequently added or made a part thereof.

Blanket Purchase Order Documents

This is a Blanket Purchase Order Agreement for those items and amounts specified in Section II.

The blanket purchase order (BPO) will be issued on the standard SARTA purchase order form, but shall incorporate the following supplementary terms and conditions:

- The supplier will furnish supplies or services as generally described in the BPO during the specified period within the total dollar value stipulated.
- SARTA is obligated to pay only to the extent of authorized purchases actually made under the agreement.
- Prices to SARTA shall be as low as or lower than those charged to their most favored customer for comparable quantities, in addition to any discounts for prompt payment.
- All shipments or sales under the agreement shall be accompanied by a delivery ticket or packing slip containing the following information:
 - Supplier's name
 - BPO number and release date
 - Date of purchase
 - Item list of Items furnished
 - Quantity, unit price, and extension price for each item
 - Date of delivery, shipment, or pickup
- An itemized invoice shall be submitted for all deliveries stating BPO number, release number, and price.

Blanket Purchase Order Duration

The Blanket Purchase Order pricing agreement duration shall be until December 31, 2010.

Contract Termination

At any time during the term of the blanket order, either party may terminate the agreement by providing written notice thirty (30) days in advance.

Changes in Pricing

Any changes to pricing quotations must be submitted in writing by the vendor and may void the agreed purchase quantity for that specific item.

Free on Board (F.O.B.) Destination

The net bid price shall include delivery charges, Free on Board (F.O.B.) to the recipient whose name and address appears on the purchase order (s). No items will be delivered to Stark Area Regional Transit Authority until vender receives authorization from the Authority in the form of a purchase order, and subsequent purchase order releases.

Procuring Agency and Contracting Officer

Charles Koppes, Procurement Administrator, shall be responsible for the procurement process. SARTA's Maintenance Director and/or his designee shall monitor the successful Contractor's day-to-day performance of all necessary actions required for effective execution of contractual requirements.

Section II: Scope/Specification

Paper Products

Company Name:	Qty per Case	Cost per Case
Disinfectant Wipes		
Jumbo Tissue		
4.375 x 4.5 Toilet Tissue		
White Multifold Towels		
White Rolled Towels		
Windshield Towels		

Please note that this bid is for a one (1) year period.

Signature

Date

Print Name

General Supplies		
Company Name:		
13 Gallon Trash Bags	Per 100	
33 Gallon Trash Bags	Per 100	
55 Gallon Trash Bags	Per 100	
Battery - AA	Each	
Battery - AAA	Each	
Battery - C	Each	
Battery - D	Each	
Battery - 9 Volt	Each	
Brown Working Gloves -Men's	Per Pair	
Brown Working Gloves -Women's	Per Pair	
Latex Gloves - XL	Per 100	
Latex Gloves - L	Per 100	
Latex Gloves - M	Per 100	
Latex Gloves - S	Per 100	
(THICK)Liquid Hand Soap - Gallon Refillable Containers	Each	
Mechanic's Hand Soap - Gallon Refillable Containers	Each	
Mop Heads (#20)	Each	
Non-Acid Toilet Bowl Cleaner	Each	
Spray Foam Disinfectant Cleaner	Each	

Please note that this bid is for a one (1) year period.

Signature

Date

Print Name

Solvents & Lubricants

Company Name:		
Anti-Seize Lubricant - 8 oz Bottles	Each	
Automatic Transmission Fluid - 1 Gallon	Each	
Brake Fluid - 1 Gallon	Each	
Non Chlorinated Multi-Purpose Solvent - 16.5 oz Spray	Each	
Penetrating Oil w/ Additive "M" - 15.75 oz Spray	Each	
Silicone Spray - 11 oz Spray	Each	
Penetrating Red Grease - 12 oz Spray	Each	
Penetrating Lubricant with Teflon and Vydax - 24 oz Spray	Each	
Penetrating Catalyst Height Flashpoint Formula - 11 oz Spray	Each	
Power Steering Fluid - 1 Gallon	Each	

Please note that this bid is for a one (1) year period.

Signature

Date

Print Name

NO OBLIGATION BY FEDERAL GOVERNMENT

- (1) SARTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

AUDIT AND INSPECTION OF RECORDS

Pursuant to 49 CFR 18.39(i)(11), the Contractor shall permit the authorized representatives of SARTA, the FTA Administrator or, U.S. Comptroller General and the State of Ohio to inspect and audit all its books, data, accounts, documents, papers, records of the Contractor relating to this Contract and its performance hereunder until the expiration of three (3) years after final payment under this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until SARTA, the FTA Administrator, the Comptroller General, the State of Ohio, the government of Stark County, Ohio or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that SARTA and the State of Ohio or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any pertinent books, documents, papers, and records of such subcontractor involving transactions related to this Contract or the work performed in connection herewith. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$5,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to this general public.

PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the work under this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the United States Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the

penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the bid documentation or in any grant or funding documentation between SARTA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex, Age - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future activities undertaken in the course of the work under this Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

TERMINATION OF CONTRACT

- 1) **Termination for Convenience.** SARTA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SARTA to be paid the Contractor. If the Contractor has any property in its possession belonging to SARTA, the Contractor will account for the same, and dispose of it in the manner SARTA directs.
- 2) **Termination for Default.** If the Contractor does not perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, SARTA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.
- 3) If this Contract is terminated while the Contractor has possession of SARTA goods or items to be procured under this Contract, the Contractor shall, upon direction of SARTA, protect and preserve such goods or items until surrendered to SARTA or its agent. The Contractor and SARTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute Clause.
- 4) **Opportunity to Cure.** SARTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor five (5) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to SARTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within five (5) after receipt by Contractor of written notice from SARTA setting forth the nature of said breach or default, SARTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude SARTA from also pursuing all available remedies against Contractor and any of its sureties for said breach or default.

- 5) **Waiver of Remedies for Any Breach.** In the event that SARTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by SARTA shall not limit SARTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- (a) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
- (b) the Contractor, within five (5) days from the beginning of any delay, notifies SARTA in writing of the causes of delay. If in the judgment of SARTA, the delay is excusable, the time for completing the work shall be extended. The judgment of SARTA shall be final and conclusive on the parties, but subject to appeal under the Disputes Clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of SARTA.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

SARTA has received the initial certifications from Contractor that they have complied with the requirements of 49 CFR Part 26. Contractor agrees for the term of this Contract to continue to comply with said requirements, including, but not limited to establishing annual overall goals and submit said goals for FTA approval.

Without limiting the forgoing, Contractor and SARTA agree as follows:

- a. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as SARTA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- c. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from SARTA. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Contract is satisfactorily completed.
- d. The Contractor must promptly notify SARTA, whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SARTA.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein

notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SARTA requests which would cause SARTA to be in violation of the FTA terms and conditions. In addition, Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the bid documentation or in any grant or funding documentation between SARTA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

DEBARRED BIDDERS

By signing of the Contract the Contractor hereby attests that neither the Contractor, nor any officer or controlling interest holder of Contractor, is currently, or has been previously, on any debarred bidders list maintained by the United States government.

Contract Work Hours and Safety Standards

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The Stark Area Regional Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

WORKERS' COMPENSATION ACT

The Contractor shall comply with the State Law known as the Workers' Compensation Act and shall pay into the State insurance fund the necessary premiums required by the Act or elect and maintain status as a Qualified Self Insured as allowed by the Act to cover all employees furnishing said services to SARTA, and under the control of the Contractor, and shall relieve SARTA from any costs due to accidents and other liabilities mentioned in said Act.

FLY AMERICA (WHERE APPLICABLE)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

CARGO PREFERENCE (WHERE APPLICABLE)

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

TO BE FILLED OUT ONLY BY GENERAL BIDDERS THAT ARE DISADVANTAGED BUSINESS ENTERPRISE OR SUBCONTRACTORS WHO ARE DBE.

AFFIDAVIT OF COMPLIANCE

DISADVANTAGED BUSINESS ENTERPRISE

State of : _____

ss.

County of : _____

I hereby declare and affirm, that I am the _____
(STATE TITLE)

and duly authorized representative of _____
(STATE NAME OF FIRM)

whose address is _____

I hereby declare and affirm that I am a Disadvantaged Business Enterprise (DBE) as defined by the specifications and that I will provide information requested by the SARTA to document this fact.

I do solemnly declare and affirm, under the penalties of perjury, that the contents of the aforementioned document are true and correct and that I am authorized, on behalf of the above firm, to execute this affidavit.

DATE: _____

SIGNATURE OF AFFIANT : _____

On this _____ day of _____, 20__, before me the above named officer appeared, known to me to be _____ and the person described in the foregoing Affidavit and that he/she did execute the same in the capacity therein stated and for the purpose stated.

IN WITNESS THEREOF, I hereunto set my hand and official seal,

NOTARY PUBLIC

(SEAL)

COMMISSION EXPIRES

The following must be executed by the DBE who is being used as a sub-contractor:

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

The undersigned intends to perform work in connection with the specifications for the SARTA as (please check one):

an individual _____ a corporation _____
a partnership _____ a joint venture _____

The disadvantaged status of the undersigned is confirmed on the attached Affidavit of Disadvantaged Business Enterprise. The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

_____ at the following cost(s) \$_____.

The following commencement and completion date is projected:

PROJECTED WORK ITEM(S) _____

PROJECTED COMMENCEMENT DATE _____

PROJECTED COMPLETION DATE _____

_____ % of the dollar value of the subcontract will be sublet and/or awarded to non-disadvantaged Contractors and/or non-disadvantaged suppliers. The undersigned will enter into a formal agreement for the work with you conditioned upon your execution of a contract with the SARTA. No Agreement has been entered into between the above-named bidder and DBE subcontractors wherein the below-named DBE subcontractor has promised not to provide subcontracting quotations to other bidders and proposers.

DBE Business: _____

Date: _____

Name: _____

Phone Number: _____

Address: _____

Fax Number: _____

City/State/Zip: _____

Email Address: _____

Name of Officer for DBE firm

Signature of Authorized Official

Title of Officer for DBE firm

CERTIFICATE OF DBE ASSURANCE

In connection with the contract to be awarded as a result of the invitation to bid issued by the SARTA:

I hereby certify that I am the _____
(TITLE)
and duly authorized representative of _____
(NAME OF FIRM)
whose address is _____.

I do hereby assure SARTA that I have read and am familiar with the requirements for disadvantaged business participation by companies contracting with SARTA and that it is the intention of the undersigned to meet such DBE goals.

I understand that SARTA has established a goal of 10% Disadvantaged Business Enterprise participating on this contract. I further understand that these goal percentages are based on the total dollar value of the awarded contract.

I hereby further assure SARTA that the undersigned will cause to be completed and submit with this bid the following documents: DBE Affidavit and the Letter of Intent to Perform as a Sub-Contractor.

Prior to the execution of the contract, I understand that this company may not remain in competition unless the required documents are submitted or this company has met the DBE requirements as defined in Section 21 of this bid specification.

NAME OF PRIME CONTRACTOR

SIGNED BY

TITLE

SCHEDULE D
CERTIFICATION OF CONTRACTOR REGARDING UNAVAILABILITY
OF A DISADVANTAGED BUSINESS ENTERPRISE

NAME OF PROJECT: _____

PROJECT NUMBER: _____

NOTE: The bidder must prepare one of these forms for each DBE contract made where the DBE was found not to be ready, willing, or able to perform the work solicited. If the bidder was unable to obtain the DBE signature, the form must be completed to the best of the bidder's ability, indicating the reason for the absence of DBE signature.

I, _____, _____
(PRIME OR GENERAL BIDDER) (TITLE)

of _____, certify that on _____
(NAME OF FIRM) (DATE)

I contracted the following DBE Contractor to obtain a bid for work items to be performed on the above-captioned contract.

FORM OF BID SOUGHT, I.E., DBE CONTRACTOR WORK ITEMS SOUGHT UNIT PRICE, MATERIALS AND LABOR, LABOR ONLY, ETC.

To the best of my knowledge and belief, said DBE Contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid, for the following reason(s):

SIGNATURE: _____ DATE: _____

_____ was offered an opportunity to bid

on the above-identified work on _____ by _____
(DATE) (SOURCE)

The statement asserted above by the company, which contacted me, is a true and accurate account of why I did not submit a bid on the project.

SIGNATURE OF DBE: _____ DATE: _____

SCHEDULE D-1 GRANT OF RELIEF FOR BIDDERS

If a bidder finds it impossible fully to meet the DBE goal of this contract, the bidder must include Schedule D Certification of Contractor Regarding Unavailability of DBE, accompanied by Documentation showing that all reasonable good faith efforts were made toward fulfilling the goal. The request and description of good faith efforts are required in affidavit format. Suggested reasonable efforts should include, but not be limited to:

- (1) Attendance at the pre-bid conference if scheduled.
- (2) The Contractor's general affirmative action policies regarding the utilization of DBEs.
- (3) The advertisement in trade association newsletters and DBE-oriented and general circulation media, for specific sub-bids that would be at least equal to the percentage contract goal for DBE utilization.
- (4) Notification of DBE Contractor Assistance agencies in writing before bids is due. (SARTA will provide list upon request.)
- (5) Direction negotiation with DBE for specific sub-bids; the actions taken must be reported in such a fashion as to include all the following items:
 - (a) A detailed statement of the efforts to negotiate with DBEs including name, address, and telephone numbers of DBEs who were contacted; a description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; a detailed statement of the reasons why additional prospective agreements with DBEs, if needed to meet the stated goal, were not reached.
 - (b) A detailed statement of the efforts made to selected portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
 - (c) As to each DBE contracted but which the bidder considers to be not qualified, a detailed statement of the reasons for the bidder conclusion.
 - (d) As to each DBE contacted which the bidder considers to be unavailable, an Unavailability Certificate (Schedule D) signed by the DBE; or a statement from the bidder that the DBE refused to give such written certification after reasonable request and a statement from the bidder of the reasons for the bidder's conclusion.
- (6) Efforts made by the Contractor to expand its search for DBEs beyond usual geographical boundaries to a reasonable area.

- (7) If the Contractor is a distributor or manufacturer where it can be shown that the opportunity for DBE participation does not exist in work under this contract efforts must include an exhaustive research into the DBEs potential in the roles of sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract.

Information must be submitted, in affidavit form, stating the reasons, based on research, why DBE's participation will not be practically impossible to the extent of this contract.

DECLINE PROPOSAL/BID FORM
STARK AREA REGIONAL TRANSIT AUTHORITY
(d.b.a. SARTA)

Please complete this form if you do not wish to respond to this solicitation:

Proposal/Bid # _____

Proposal/Bid Title _____

Proposer/Bidder Company Name _____

Address _____

Telephone Number _____

Contact Person _____

Reason for not submitting a Proposal/Bid in response to this solicitation.

Thank you for your assistance. Please return this form to:
Procurement Officer

**AFFIDAVIT CONCERNING CONFLICTS OF INTEREST
AND NONCOMPETITIVE PRACTICES**

STARK AREA REGIONAL TRANSIT AUTHORITY
(d.b.a. SARTA)

STATE OF: _____

COUNTY OF: _____

The undersigned, being first duly sworn, on oath states on behalf of the Contractor:

A. Conflict of Interest

That the Contractor, by entering into this Contract with SARTA to perform or provide work, services, or materials to SARTA, has thereby covenanted, and by this affidavit does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest and that it shall not acquire any such interest which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees, or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such interest to SARTA and take action immediately to eliminate the conflict or to withdraw from this Contract, as SARTA may require.

B. Contingent Fees and Gratuities

That the Contractor, by entering into this Contract with SARTA to perform or to provide services or materials for SARTA, has thereby covenanted and by this affidavit does again covenant and assure:

- 1 . That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employee or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any of its agents, employees, or representatives to any official member, Board Member, or employee of SARTA or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination with respect to the performance of this Contract.

Company Name

By

Title

Subscribed and sworn to before me _____,
Notary Public

This _____ day of _____, 20____, in and for the State of _____,
residing in the County of _____.

Notary Signature

Commission Expires: _____

NON-COLLUSION BIDDING CERTIFICATE

STARK AREA REGIONAL TRANSIT AUTHORITY
(d.b.a. SARTA)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder or with any other competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly to any other bidder or competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

Company Name

Signature of Company Official

Title

Date

SECURITY COMPLIANCE CERTIFICATION

STARK AREA REGIONAL TRANSIT AUTHORITY
(d.b.a. SARTA)

The Proposer/Bidder hereby agrees that the Board of Trustees of the Authority has the right to reject any or all bids and to waive informality in any bid and that the Bidder shall not dispute the correctness of the quantities used in computing the lowest bid.

By execution below, Bidder hereby offers to furnish equipment, goods, and or services as indicated herein:

Bidder: _____

Company Name _____

Business Street Address _____

City, State, Zip _____

Signature of Authorized Company Official & Title

Telephone Numbers, Voice and Fax _____

NON-DISCRIMINATION AFFIDAVIT

STARK AREA REGIONAL TRANSIT AUTHORITY
(d.b.a. SARTA)

STATE OF : _____}

ss.

COUNTY OF : _____}

_____, being first duly sworn and deposes and says:

1. That he/she is the _____ (President or other official title) of _____ (Company, Partnership, or Corporation) organized, and existing under any by virtue of the laws of the State of _____, and in whose behalf he/she makes this affidavit:
2. That _____ does not and will not discriminate in its employment practices because of race, ancestry, color religion, sex, age, national origin, physical or mental disability, or veteran status, as defined and required by law.
3. That _____ further understands this contract, purchase order or agreement is subject to the Urban Mass Transportation Act of 1964, as amended (49 USC 1601, ETSEQ.); and shall be subject to all rules and/or regulations issued pursuant thereto regarding nondiscrimination in federally assisted programs of the United States Department of Transportation (ODOT).
4. That any listed persons, firms or corporations have interest in this proposal/bid as subcontractors; that this proposal/bid is offered without any connection or without collusion or fraud, and also that no member of the trustees, head of any department or bureau, or employee therein, or any employee of the authority, is directly or indirectly interested therein.
5. That they acknowledge receipt herein of the Stark Area Regional Transit Authority Procurement Policy and agree to abide by its rules, whether or not herein specifically itemized.

Company, Partnership or Corporation name

President or other Official

Subscribed and sworn to before me, this _____, day of _____,

20_____.

Seal

Notary Public in and for the County of _____,
_____, State of _____

My commission expires on the _____ day of _____, 20 _____.

**CERTIFICATION OF PRIMARY PARTICIPATION REGARDING DEBARMENT,
SUSPENSION, & MATTERS OF RESPONSIBILITY**

FTA C2015.1 4/28/89

The primary Participant (potential contractor for third party contract) _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of these offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions(s) (Federal, State, or local) terminated for cause or default.

(If the primary participant (applicant for potential third party contract) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certificate.)

The primary participant (applicant for a third party contract), _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. section 3801 ET SEQ are applicable thereto.

Signature and Title of Authorized Official

Date

STARK AREA REGIONAL TRANSIT AUTHORITY
Procurement Policy
REVISED 10/2009

1.0 Purpose

References:

Federal: FTA Circular 4220.1F, Chapter II

Policy: This Procurement Policy identifies the regulations and processes which govern all Authority personnel involved in the procurement and contract administration process. This Policy covers the entire range of procurement activities and its requirements are binding on all Authority personnel.

2.0 Effective Date

References: None

Policy: This policy shall be effective on the effective date of changes to Ohio Revised Code Section 306.43 contained in Ohio House Bill 562 (September 23, 2008) and shall remain in full force and effect until rescinded, replaced, or modified by the Board of Trustees. The effective date of any modification of this Policy shall be identified on the pages modified.

3.0 Scope of Policy

References: None

Policy: Except as otherwise specified herein, all purchases and dispositions of equipment, materials, goods, and services to or by the Authority involving either an expenditure of public funds or revenue from Authority assets whether by sale, lease, rental, or otherwise shall be governed by this Policy. The general requirements herein shall apply except as altered or excluded for specific types of procurements. To the maximum extent possible, the Authority shall purchase and dispose of equipment, materials, goods, and services through competitive processes.

4.0 Exclusions

References:

State: Ohio Revised Code Chapter 135
Ohio Revised Code Sec. 306.43(H)(8)

Policy: The following activities are excluded from this Policy:

- Acquisition or disposition of any rights in real property, but not

- consultants or brokers in connection therewith;
- The sale of debt securities or sale/leaseback or lease/leaseback transactions, but not the procurement of consultants or brokers for any of them;
- Payments for items mandated by law, regulation, or agreements other than procurement contracts entered into by the Authority;
- Routine administrative expenses such as postage which are specifically identified in the Authority's budget;
- Purchases or reimbursement to employees for travel or similar expenses incurred on behalf of the Authority under the Authority's other policies and procedures;
- The designation of eligible depositories for the Authority's active, interim, and inactive funds pursuant to Chapter 135 of the Ohio Revised Code; and
- Action regarding employee-related matters under the Personnel Policy, but not the procurement of consultants pertaining thereto.

5.0 Governance

References:

Federal: 29 CFR Part 3 (Copeland Act)
 29 CFR Sec. 5.5 (Davis-Bacon Act)
 31 U.S.C. Sec. 6101 note
 40 U.S.C. Sec. 541
 40 U.S.C. Sec. 276a and 276c
 49 U.S.C. Chapter 53 (Mass Transportation)
 49 U.S.C. Sec. 5323c, 5323m, and 5323u
 49 CFR Part 18 (Common Rule)
 49 CFR Part 21 (Nondiscrimination)
 49 CFR Part 26 (Disadvantaged Businesses)
 49 CFR Parts 27, 37 & 38 (Disabilities)
 49 CFR Part 29 (Debarment and Suspension)
 49 CFR Part 622 (Environmental Impact)
 49 CFR Part 633 (Project Management Oversight)
 49 CFR Part 639 (Capital Leases)
 49 CFR Part 661 (Buy America)
 49 CFR Part 663 (Pre-Award/Post-Delivery Audits of Rolling Stock) 49 CFR Part 665 (Bus Testing)
 Executive Order 12549
 Executive Order 12689
 FTA Joint Development Policy
 FTA Project & Construction Management Guidelines, 1996 Update
 FTA Master Agreement (issued annually)
 FTA Circular 4220.1F and Change 1 (Procurement)
 FTA Circular 5010.1D (Grant Management)
 FTA Circular 5620.1 (Environmental Assessments)
 FTA Circular 9300.1B (Capital Grants)
 FTA Circular 9400.1A (Arts in Transit)
 OMB Circular A-87 (Cost Principles)
 OMB Circular A-133 (Audits)

State: Ohio Revised Code Sec. 9.31 (Bid Withdrawal)
Ohio Revised Code Sec. 9.311 (Bonds)
Ohio Revised Code Sec. 9.312 (Rejection of Apparent Low Bid) Ohio Revised Code Sec. 9.313 (Bond Reduction)
Ohio Revised Code Sec. 9.314 (Reverse Auction and Internet Purchases)
Ohio Revised Code Sec. 9.32 (Notice to Surety)
Ohio Revised Code Sees. 9.33-9.333 (Construction Management) Ohio Revised Code Chapter 102 (Ethics)
Ohio Revised Code Chapter 149 (Public Records)
Ohio Revised Code Sec. 153.12 (Construction Contract Award)
Ohio Revised Code Sec. 153.13 (Construction Estimates; Escrow Accounts) Ohio Revised Code Sec. 153.14 (Construction Payments)
Ohio Revised Code Sec. 153.50 (Separate Bids)
Ohio Revised Code Sec. 153.54 (Construction Bonds)
Ohio Revised Code Sec. 153.62 (Change Order for Additional Work)
Ohio Revised Code Sec. 306.34 (Board of Trustees)
Ohio Revised Code Sec. 306.35 (Powers)
Ohio Revised Code Sec. 306.43 (Procurement)
Ohio Revised Code Chapter 1306 (E-Commerce)
Ohio Revised Code Chapter 1311.252 (Notice of Commencement)
Ohio Revised Code Sec. 1311.25-1311.32 (Public Liens)
Ohio Revised Code Sees. 1333.61-1333.69 (Trade Secrets)
Ohio Revised Code Sec. 2305.31 (Indemnification)
Ohio Revised Code Sec. 2921.43 (Ethics)
Ohio Revised Code Sec. 4113.61 (Prompt Payment)
Ohio Revised Code Sec. 4113.62 (Waiver of Claims)
Ohio Revised Code Chapter 4115 (Prevailing Wage)

Policy: As a political subdivision of the State of Ohio, the Authority is governed by the applicable portions of the Ohio Revised Code. The primary state governance for procurement actions in Ohio is ORC Sec. 306.43. As a third-party grantee of the Federal government, the Authority is governed by applicable federal laws and regulations. The primary federal governance for procurement activities is FTA Circular 4220.1F. The documents listed above, and as they may be amended or replaced, are those which directly regulate aspects of the procurement function. Additional documents, including the FTA Best Practices Manual, Federal Acquisition Regulations, and other sections of the Ohio Revised Code, while they may or may not be binding on the Authority, shall be used for guidance to the extent matters covered are not addressed by governing laws or regulations.

6.0 Structure of Procurement

References:

Federal: 49 CFR, Sec. 18.36 (b) and (c)
FTA Best Practices Procurement Manual, Sec. 2.1

Policy: The Procurement Administrator, under the direction of the Director of Finance & Administration, shall have a sufficient degree of autonomy within

the organization to function effectively as part of a checks and balance system governing Authority acquisitions and dispositions.

7.0 Ethics

References:

Federal: 49 CFR, Sec. 18.36 (b) and (c)
FTA Master Agreement, Sec. 3
FTA Circular 4220.1F, Chapter III Sec. 1.
FTA Best Practices Procurement Manual, Sec. 2.4.2.2.2

State: ORC Chapters 102 and 2921

Local: SARTA Personnel Manuals and Code of Ethics

Policy: As provided in the Common Grant Rules and the Federal Transit Administration (FTA) Master Agreement, no employee, officer, agent, or Board Member, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing may participate in the selection, award, or administration of a contract supported with FTA assistance if a personal conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those previously listed has a financial or other interest in the firm selected for award.

Organizational conflicts of interest, both real and apparent, shall be avoided to the maximum extent possible. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract may, without some restriction on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

No SARTA employee, officer, Board Member, or agent shall solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Only unsolicited items of nominal intrinsic value (of no more than \$50 value and no more than \$200 in any calendar year from any one source) may be accepted from such parties.

8.0 Delegations of Authority

References:

State: ORC Sec. 306.34; Sec. 306.35; and Sec. 306.43

Policy: Responsibility for procurement actions lies with the Board of Trustees. The Board hereby delegates to the Executive Director of the Authority or, in his or her absence, the Director of Finance & Administration, the following responsibilities:

- Authorize and approve all purchases, sales, and other procurement actions not exceeding \$100,000, which by federal or state requirements do not require formal solicitation or approval by the

Board of Trustees;

- Advertise for all formal procurements, which are those exceeding the Executive Director's \$100,000 authority;
- Cancel procurements;
- Enter into agreements for legal services;
- Approve all funding encumbrances and authorizations to proceed with solicitation for acquisitions and dispositions of goods, equipment, and services for or by the Authority;
- Execute all contract documents;
- Settle all claims and disputes;
- Approve all change orders on contracts not exceeding \$100,000, in a net amount that does not cause the total amount of any such contract to exceed \$100,000, and approve change orders on other contracts in a net amount not to exceed the following limits: \$100,000.00 for contracts up to \$1,000,000.00; the lesser of 10% or \$250,000.00 for all contracts between \$1,000,000.00 and \$5,000,000.00; in an amount not to exceed \$500,000.00 for all contracts over \$5,000,000.00. Trustees may, by resolution, vary these limits for particular contracts or projects. The Executive Director shall report, as required by the Board, all changes made under this delegated authority; and
- Approve all change orders not involving an additional expenditure of Authority funds, except for cardinal changes to the scope of the contract.

The Executive Director is also empowered to:

- Determine the lowest responsive and responsible bidder;
- Determine when acceptance of an offer resulting from a negotiated proposal is in the best interest of the Authority;
- Reject all bids or proposals when it is determined to be in the best interest of the Authority;
- Determine whether only one source of supply is readily available for the purchase of goods and services; and
- Terminate any contract if deemed to be in the best interest of the Authority.

9.0 Full and Open Competition

References:

Federal: FTA Master Agreement, Sec. 15(b)
FTA Circular 4220.1F, Chapter VI Sec. 1.
FTA Best Practices Procurement Manual, Sec. 2.4.2

State: ORC Chapter 102
ORC Sec. 306.43

Policy: SARTA will conduct all procurement transactions in a manner providing full and open competition consistent with the standards of the Common Grant Rules. Some of the situations considered to be restrictive of competition, and are therefore prohibited by SARTA, include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive awards to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance of other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

SARTA will ensure that all prequalified lists of persons, firms, or products which are used in procuring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, SARTA will not preclude potential bidders from qualifying during the solicitation period.

10.0 Local Geographical Preference

References:

Federal: FTA Master Agreement, Sec 15(d)
 FTA Circular 4220.1F, Chapter VI Sec. 2.g.
 FTA Best Practices Procurement Manual, Sec. 2.4.2.2.3

Policy: SARTA will conduct procurements in a manner that prohibits the use of in-State or local geographical purchase preferences which serve to restrict full and open competition, except in those cases where applicable Federal or State statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. When employing the qualifications-based method for contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

11.0 Procurement Records

References:

Federal: FTA Master Agreement, Sec. 8(c)
 FTA Circular 4220.1F, Chapter III Sec. 3.d.

Policy: The Procurement Administrator, Grants Manager, and other Authority Personnel as necessary, shall maintain records sufficient to detail the significant history of the procurement. These records shall include, but shall not be limited to, the following:

- Rationale for the method of procurement;
- Reasons for selecting the contract type used;
- Reasons for contractor selection or rejection;
- Justification for contract cost or price;
- Bid or proposal tabulation worksheet;
- All documented communications with potential contractors, prior the bid opening date;
- Advertising affidavits of publication;
- Bidder's lists, with names, addresses, and telephone numbers; and
- All Bid Proposals received.

All files for purchases with federal funds must comply with FTA Circular 4220.1F.

12.0 Change Orders

References:

Federal: FTA Circular 4220.1F, Chapter V Sec. 7.b. and Chapter VII Sec. 2.
FTA Best Practices Procurement Manual, Sec. 9.2

State: ORC Sec. 153.62

Policy: Change Orders are contract amendments altering the scope, price, or schedule of the original contract. Approval of change orders shall be in accordance with the provisions of Sec. 8.0 of this Policy. The Board of Trustees may, for any specific contract or project, delegate its change order authority to specific officers or employees, at specified dollar levels. No work under a change order may be authorized prior to such approval, except upon the written direction of the Executive Director. A cardinal change, or sometimes informally referred to as a "tag-on," is a significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract. Cardinal changes are considered new procurements, and are subject to the appropriate provisions of this policy regarding non-competitive procurements.

13.0 Claims and Disputes

References:

Federal: FTA Circular 4220.1F, Chapter VII
FTA Master Agreement, Sec. 53
FTA Best Practices Procurement Manual, Sec. 11

Policy: Claims related to procurement actions or contracts shall be submitted in writing to the Executive Director. Claims in excess of \$25,000 shall include

a certification by the owner or an officer of the vendor that the claim is, to the best of his or her knowledge or belief, accurate as to both the basis and the amount of the claim. As a grantee of Federal Funds, SARTA must notify FTA of any current or prospective litigation or major disputed claim in excess of \$100,000 relating to any third party contract. The Authority shall establish a procedure by which a vendor may appeal a denial of a claim, in whole or in part. Settlement of any claim shall be by the approval of the Executive Director, based upon a recommendation by the Director of Finance & Administration that the settlement is fair and reasonable and is in the best interest of the Authority. Disputes other than formal claims arising during the course of project performance shall, to the extent feasible, be resolved by the Director of Finance & Administration and the Project Manager. Disputes, which are not so resolved, may be brought by the aggrieved party to a court of law, unless an alternative form of dispute resolution is agreed upon by the parties. The Director of Finance & Administration shall promptly notify the Executive Director and General Legal Counsel.

14.0 Protests

References:

Federal: FTA Circular 4220.1F, Chapter VII
FTA Master Agreement, Sec. 53
FTA Best Practices Procurement Manual, Sec. 11

Policy: Protests of procurement actions may be filed before bids or proposals are received, after announcement of a proposed award, and after action by the Board of Trustees. Protests before bids or proposals are received may address the adequacy or fairness of the solicitation documents. If an award of a federally-funded project will be made during the pendency of a protest, the Director of Finance & Administration must notify the FTA of the protest prior to the award. Protests after announcement of a proposed award may address the basis for selection or rejection of a bidder or proposer. Protests following action by the Board of Trustees may address only the procedure by which the Board accepted the bid or proposal. The protestor must have a substantial economic interest in the procurement. Protests shall be in writing, and in sufficient detail to permit an evaluation and response. Protests shall be decided by the Executive Director whose decision shall be final.

15.0 Procurement Planning

References:

Federal: FTA Circular 4220.1F, Chapter VI Sec. 6.
FTA Best Practices Procurement Manual, Sec. 2

Policy: The initiating department shall be responsible for identifying its needs, justifying them, and defining the needs to the point that a specification or scope of services can be prepared. The initiating department is responsible for preparing an estimate of the cost of the item or service, in the same form that an offeror would develop or propose a price. The initiating department and Procurement Administrator are jointly responsible for developing a schedule to meet the initiator's needs and identifying potential

suppliers. The schedule should be part of a comprehensive plan for annual procurement actions, to ensure that the required resources are available as required. Said schedule shall be included in SARTA's annual Budget Book.

16.0 Disadvantaged Business Enterprises

References:

Federal: 49 CFR, Part 26
FTA Best Practices Procurement Manual, Chapter 7
FTA Circular 4220.1F, Chapter IV Section 2.a.(6)(a)

State: ORC Sec. 306.43(M)

Policy: In making procurements hereunder, the Authority shall serve to ensure the participation of Disadvantaged Business Enterprises (DBE), as well as contractor compliance in accordance with all applicable laws and regulations. The Authority shall use its best efforts to encourage fair and representative participation of DBEs on procurements, either as prime contractors or as subcontractors. Moreover, the Authority shall determine the opportunity for DBE participation on all procurements in the amount of \$25,000 or more, and where qualified DBEs are identified, solicitations for such procurements shall include at least one DBE among the contractors solicited.

17.0 Debarment

References:

Federal: Executive Order 12549 and 12689
31 U.S.C., Sec. 6101 note
49 CFR, Part 29
FTA Master Agreement, Sec. 3 (b)

Policy: The Authority shall not award contracts to firms that are debarred by the Federal government. Debarment by other government entities may be considered in determining a vendor's responsibility, but shall not necessarily preclude award to the debarred vendor.

18.0 Specifications, Scopes of Services, and Solicitation Documents

References:

Federal: FTA Circular 4220.1F, Chapter VI Sec. 2.
FTA Best Practices Procurement Manual, Sec. 3 and Sec. 4

Policy: Unless otherwise determined by the Executive Director, the Procurement Administrator shall prepare specifications and scopes of services based upon information provided by the initiating department. Specifications or scopes prepared by others shall be reviewed by the Procurement Administrator for conformity with applicable procurement standards. Solicitation documents must include a clear and accurate description of the

recipient's technical requirements for the property or services to be acquired in a manner that provides for full and open competition. The solicitation must also identify all factors to be used in evaluating bids or proposals, and should state the type of contract that will be awarded (Ex. Firm Fixed Price, Cost Reimbursement, etc). If SARTA intends to reserve its right to award a contract to other than the low bidder or offeror, or if it intends to reserve its right to reject all bids or offers, that information should be stated in the solicitation document. Solicitation documents must also identify all Federal requirements that will affect contract scope and performance, and all Federal requirements that a bidder or offeror must fulfill before and during contract performance. All specifications and solicitation documents must be approved by the head of the initiating department, if applicable, the Director of Finance & Administration, and any others designated by the Director of Finance & Administration, prior to issuance.

19.0 Procurement Types for Formal Contracts

References:

Federal: 49 CFR, Sec. 18.36 (b) and (d)
FTA Circular 4220.1F, Chapter VI, Sec. 3.
FTA Best Practices Procurement Manual, Sec. 4

State: ORC Sec. 9.314 and 306.43(B), (C), and (D)

Policy: For formal contracts (those for which the Board of Trustees has not delegated its purchasing authority and any others so designated by the Executive Director of the Authority or, in his or her absence, the Director of Finance & Administration), the Authority may utilize sealed bids, two-step procurements, and negotiated procurements where at least two qualified sources are identified as reasonably available. The Authority shall use negotiated procurements where a non-competitive procurement is appropriate. To the extent authorized by law, the Authority may purchase services or supplies via reverse auction utilizing the Internet. The Authority may use any type of contract deemed appropriate by the Director of Finance & Administration consistent with applicable laws and regulations.

20.0 Contract Pricing

References:

Federal: FTA Circular 4220.1F, Chapter IV Sec. 2.b.(5), Chapter V Sec. 7.a.(1), and Chapter VI Sec. 2.c.
FTA Best Practices Procurement Manual, Sec. 2.4.3 and 2.4.5
FTA Administrator Letter dated May 29, 2002

Policy: The Authority must utilize firm fixed price or fixed unit price not-to-exceed contracts for sealed bid procurements and may use them for negotiated procurements. Such contracts may allow price escalation based on actual costs or a generally recognized index, provided that the escalator has a defined upper limit. The Authority may also use a cost plus fixed fee contract, or any other type of contract permitted by applicable laws or regulations; however, for negotiated procurements it may not use a cost

plus percentage fee type of contract. The Authority may use indefinite quantity or indefinite delivery contracts where appropriate, but may not use an indefinite quantity and indefinite delivery contract. The Authority may use a time and materials type of contract only if no other form is suitable and if the contract contains a not-to-exceed ceiling. The Authority may utilize progress payments to the extent consistent with law and regulation, provided that it obtains or secures value consistent with the amount paid. The Authority shall not make advance payments unless specifically authorized by the Director of Finance & Administration or the Executive Director. SARTA may include options in contracts. The option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement. When contracting for tangible goods, the contract shall limit option quantities for additional equipment and supplies to not more than fifty percent (50%) of the initial quantity of the same contract line item. For professional service and requirements contracts, the total of the base and options time periods shall not exceed three (3) years. SARTA may not exercise an option until it has ensured the option is in accordance with the contract and that the price is better than prices available in the market or is more advantageous at the time the option is exercised.

21.0 Cost and Price Analysis

References:

Federal: FTA Circular 4220.1F, Chapter VI Sec. 6.
FTA Best Practices Procurement Manual, Sec. 5.2

Policy: SARTA will perform a cost or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis are dependent on the facts surrounding the particular procurement situation, but as a starting point, SARTA must make independent cost estimates before receiving bids or proposals. Information on costs used in the independent cost estimate may be obtained from past history, in-house cost, or any other available cost data. The independent cost estimates and the cost and/or price analysis should be documented and filed with the appropriate procurement action.

22.0 Sealed Bid Procurements

References:

Federal: FTA Circular 4220.1F, Chapter VI Sec. 3.c.
FTA Best Practices Procurement Manual, Sec. 4.4

State: ORC Sec. 306.43(B)

Policy: Unless the Executive Director determines that the appropriate conditions do not exist, all procurements above the small purchase limit of \$100,000 shall be by sealed bid. If less than two responsive bids are received for a sealed bid solicitation, the Director of Finance & Administration may either (1) negotiate price with the responsive bidder or (2) cancel the solicitation.

23.0 Competitive Negotiated Procurements

References:

Federal: FTA Circular 4220.1F, Chapter VI Sec. 3.d.
FTA Best Practices Procurement Manual, Sec. 4.5

State: ORC Sec. 149.43 and 306.43(D)

Policy: When the conditions for a sealed bid procurement do not exist, the Director of Finance & Administration may direct that competitive negotiated proposals be solicited. Competitive negotiated procurements must be conducted in a manner that preserves the integrity of the procurement process. To the extent permitted by law, regulation, or court decision, the evaluation of proposals shall be conducted in a confidential manner, and all confidential or proprietary information shall be held confidential.

24.0 Two-Step Procurements

References:

Federal: FTA Circular 4220.1F, Chapter VI Sec. 3.e.
FTA Best Practices Procurement Manual, Sec. 4.7.1

State: ORC Sec. 306.43(C)

Policy: When the conditions for a competitive sealed bid do not exist, the Director of Finance & Administration may direct that a two-step process be utilized. This process shall consist of a negotiated technical proposal followed by a sealed bid from those firms whose technical proposals are acceptable. To the extent permitted by law, regulation, or court decision, the evaluation of proposals shall be conducted in a confidential manner, and all confidential or proprietary information shall be held confidential.

25.0 Micro-Purchases

References:

Federal: FTA Circular 4220.1F, Chapter VI Sec. 3.a.
FTA Best Practices Procurement Manual, Sec. 4.1

State: ORC Sec. 306.43(A)

Policy: Purchases reasonably estimated not to exceed \$3,000 qualify as micro-purchases. At least one oral or written quote must be obtained for micro-purchases. After determining the price is fair and reasonable, the Procurement Administrator may award a contract or issue the purchase order. Competitive quotations are not required and these purchases are exempt from FTA's Buy America requirements. SARTA shall not split larger procurements into smaller ones that qualify as micro purchases just to avoid competition. Davis-Bacon prevailing wage requirements will apply to

construction contracts exceeding \$2,000. Micro-purchases should be distributed equitably among qualified suppliers. The Procurement Administrator shall maintain documentation showing a determination that the price is fair and reasonable and a description of how the determination was made. See Chapter 26.0 for more information about procedures for micro-purchases.

26.0 Small Purchases

References:

Federal: FTA Circular 4220.1F, Chapter VI Sec. 3.b.
FTA Best Practices Procurement Manual, Sec. 4.2

State: ORC Sec. 306.43(A)

Policy: Purchases reasonably estimated not to exceed the small purchase limits of \$100,000 established pursuant to Sec. 8.0 of this Policy may be procured informally, provided that a record is maintained consistent with applicable laws and regulations. Price or rate quotations shall be obtained from an adequate number of qualified sources to permit a reasonable comparison consistent with the nature of competitive negotiation within the given circumstances. This shall generally mean at least three (3) offers/bids on purchases up to \$100,000. Purchases above \$3,000 and up to \$100,000 require a written quotation. All contracts above \$10,000 must have termination for cause and termination for convenience provisions. All contracts above the small purchase threshold of \$100,000 must contain remedies for breach of contract.

27.0 Sole Source Procurements

References:

Federal: FTA Circular 4220.1F, Chapter VI Sec. 3.i.
FTA Best Practices Procurement Manual, Sec. 4.6

State: ORC Sec. 306.43(H)

Policy: A sole source procurement may be used when, after reasonable inquiry, the Director of Finance & Administration determines that only one source for the item or service is reasonably available. A sole source procurement shall be conducted as a non-competitive negotiated procurement, in accordance with applicable laws, regulations, and this Policy. For any sole source award, a cost and profit analysis is required. SARTA must maintain in writing, and make available to the FTA on request, its rationale and justification for any sole source purchase.

28.0 Emergency Procurements

References:

Federal: FTA Circular 4220.1F, Chapter VI Sec. 3.i.
FTA Best Practices Procurement Manual, Sec. 4.6

State: ORC Sec. 306.43(H)(1)

Policy: Upon authorization by the Executive Director, the Director of Finance & Administration may direct that a non-competitive procurement be conducted to the minimum extent needed to meet an emergency situation. The Executive Director shall contact the President of the Board of Trustees if the estimated cost to abate the emergency is anticipated to exceed the Executive Director's delegated authority.

29.0 Piggybacking

References:

Federal: FTA Circular 4220.1F, Chapter V Sec. 7.a.(2)
FTA Best Practices Procurement Manual, Sec. 6.3.3

Policy: SARTA may participate in purchasing through piggybacking, or it may allow others to piggyback off existing SARTA contracts. When piggybacking is used, it is essential to affirmatively determine that the contract to be piggybacked meets Federal requirements, including compliance with FTA Circular 4220.1F. Piggybacking is only permissible if the original contract contains appropriate assignability provisions, and after first determining that the contract price remains fair and reasonable.

30.0 Revenue Contracts

References:

Federal: FTA Circular 4220.1F, Chapter II Sec. 2.b.(4)
FTA Best Practices Procurement Manual, Sec. 1.3.3.8

Policy: SARTA shall ensure fair and equal access to FTA assisted property and will seek to maximize revenue derived from such property. When several potential competitors for a limited opportunity exist, SARTA shall use a competitive process to permit interested parties an equal chance to obtain that limited opportunity. If one party seeks access to a public transportation asset that is open and unrestricted, and provided SARTA is willing and able to offer contracts or licenses to other parties similarly situated, a competitive process is not necessary.

31.0 Joint Development

References:

Federal: Federal Register / Vol. 72, No. 25 / Wednesday, February 7, 2007
FTA Joint Development Policy
FTA Circular 5010.1D, Chapter IV

Policy: Joint Development is the use of grant-funded real property, or the air rights above such property, for transit-oriented development. Transit-oriented joint

development projects require FTA approval. Incidental use of grant-funded real property must not interfere with the intended public transportation uses of project assets, and also requires FTA approval.

32.0 Intergovernmental Agreements

References:

Federal: FTA Circular 4220.1F, Chapter V
FTA Best Practices Procurement Manual, Sec. 1.3.3.5

State: ORC Sec. 306.43(H)(4) and (J)

Policy: The Authority may, to the extent permitted by law or regulation, purchase or dispose of goods or services by agreement with another governmental agency or through an intergovernmental purchasing group. The Authority may exercise options under contracts entered into by other governmental entities, or offer such options to another governmental agency or intergovernmental purchasing group provided that: (1) the granting agency's contract allows for the assignment of the option and (2) the granting agency's procurement process meets all material and competitive requirements required by the Authority's funding source.

33.0 Non-Profit Agencies

References:

State: ORC Sec. 306.43(H)(8) and (9)

Policy: The Authority may, to the extent permitted by law or regulation, purchase or dispose of goods or services to recognized non-profit organizations. In the case of a disposition of property (excluding real property), assurances shall be obtained that the property shall not be resold or otherwise used for profit.

34.0 Electronic Procurements and Purchasing Cards

References:

Federal: FTA Best Practices Procurement Manual, Sec. 4.1.1

State: ORC Sec. 9.314

Policy: The Authority may utilize electronic means, to the extent consistent with legal and regulatory requirements, to conduct any procurement defined herein in whole or in part. Documents requiring an original signature or notarization shall not be in electronic form unless the use of electronic signature is authorized by law and approved by the Director of Finance & Administration. The Executive Director, the Director of Finance & Administration, or the Procurement Administrator of the Authority may use purchasing (credit) cards as authorized by the procedures of the Executive Director, to acquire items under contracts previously awarded by the Authority or through the existing procurement process, in accordance with

this Policy. Additionally, the Board of Trustees may authorize the use of purchasing cards for the acquisition of readily available retail items from sources not under such contracts, and payment of Worker's Compensation or other insurance premiums and other ordinary invoices and purchases.

35.0 Incentive Payments and Liquidated Damages

References:

Federal: FTA Circular 4220.1F, Chapter IV Sec. 2.b.(6) and Chapter VI Sec. 5.
FTA Best Practices Procurement Manual, Sec. 8.2.3

Policy: The Authority may, under appropriate circumstances, utilize incentives to encourage extraordinary vendor performance, or provide for liquidated damages calculated to protect the Authority from losses due to vendor non-performance. It may not impose financial penalties that are punitive in nature. Liquidated damages must be calculated and documented prior to the issuance of the solicitation on the basis of the anticipated actual loss to the Authority resulting from vendor non-performance.

36.0 Contract Contents

References:

Federal: FTA Best Practices Procurement Manual, Sec. 1.2

State: ORC Sec. 153.12

Policy: Contracts for the acquisition of goods and services shall include, at a minimum: the specification or agreed-upon scope of services; the price and term of the contract; payment terms; contractual terms including but not limited to appropriate warranties and indemnities; and all clauses and certifications required by law and regulation.

37.0 Contract Execution

References:

Federal: FTA Best Practices Procurement Manual, Sec. 1.2.1

State: ORC Sec. 306.34 and 306.35

Local: Board of Trustees Bylaws

Policy: When authorized by the Board of Trustees, the Executive Director or his or her Designee will sign contracts over \$100,000. Contracts not exceeding \$100,000 may be signed by the Executive Director or his designee without specific Board of Trustee authorization. The General Legal Counsel shall review all contracts for legal form and correctness before they are executed by the Authority.

38.0 Design Services

References:

Federal: 40 U.S.C., Sec. 541
FTA Circular 4220.1F, Chapter VI Sec. 3.f.
FTA Master Agreement, Sec. 15(p)
FTA Best Practices Procurement Manual, Sec. 6.5

State: ORC Sec. 306.43(E)(1)

Policy: Architectural and engineering services, value engineering services, and incidental services related thereto, as defined in 40 U.S.C. Sec. 541 et seq. (Brooks Act), shall be conducted as negotiated procurements, except that selection shall be made of the most technically qualified firm without consideration of price. Price shall be negotiated with the selected firm. If agreement cannot be reached with the most qualified firm, the process is repeated with the second most qualified firm, continuing until agreement is reached, or the pool of technically acceptable firms is exhausted, at which point the procurement must be cancelled.

39.0 Design/Build Services

References:

Federal: FTA Circular 4220.1F, Chapter VI Sec. 3.h.
FTA Master Agreement, Sec. 15(q)
FTA Best Practices Procurement Manual, Sec. 6.1.4

Policy: To the extent permitted by law and regulation, the Authority may solicit the services of a single firm or entity to both design a construction project and construct it. Such solicitations shall be as permitted and in the manner prescribed by the Ohio Revised Code, unless such procedure violates the provisions of federal law or regulation, in projects involving federal funds.

40.0 Construction Management Services

References:

Federal: FTA Best Practices Procurement Manual, Sec. 6.1.2
FTA Project and Construction Management Guidelines 1996 Update

State: ORC Sec. 9.33

Policy: The Authority may, as it deems appropriate, employ a firm to perform construction management services, as defined in section 9.33 of the Ohio Revised Code. Solicitation of such services shall be in the same manner as is used for architect/engineering services. Public advertisement of such solicitation shall be made not less than 30 days prior to the receipt of proposals. Unless specifically waived by the Director of Finance & Administration, the Project Manager shall be required to provide the financial assurances required by Sec. 9.333 of the Ohio Revised Code.

41.0 Construction Services

References:

- Federal:** 40 U.S.C., Sec. 276a and 276c
FTA Master Agreement, Sec. 23
FTA Circular 4220.1F, Chapter VI Sec. 3.g.
FTA Best Practices Procurement Manual, Sec. 6.1.1
- State:** ORC Sec. 153.12-14; Sec. 153.50; Sec. 153.54; Sec. 9.31, Sec. 9.311, and Sec. 9.32; Sec. 306.43 (E)(3); and Chapter 4115

Policy: Solicitations for construction, improvement, or repair of facilities, shall be conducted as Sealed Bid Procurements. To the extent required by law or regulation, solicitations shall require that the award shall be made to the lowest responsive bid from a responsible bidder for either (1) the sum of bids for various construction trades, including plumbing and gas fittings; steam and hot water heating, ventilation apparatus, and stream-power; and electrical equipment, and general work not falling within such trades; or (2) to a single bid for all work within the scope of the solicitation. The responsibility requirement for such solicitation shall include possession of all individual and corporate licenses required under applicable laws, codes, and regulations. The successful bidder or bidders must conform with the prevailing wage requirements defined in Ohio Revised Code Chapter 4115, if no federal funds are involved, or in the Davis-Bacon Act (40 U.S.C. 276a et seq.) and the Copeland Act (40 U.S.C. 276c et seq.), if federal funds are involved. No bid shall be opened unless time frames for addenda to specifications meet the requirements of the Ohio Revised Code. No award shall be made unless it is within the range of the published engineer's estimate as authorized by the Ohio Revised Code. Awards to other than the low bidder, bonding requirements, remedies for mistakes in bids, and conditions and penalties for bid withdrawal shall be in compliance with the Ohio Revised Code. In accordance with the Ohio Revised Code, the surety on the contractor's bond shall be notified in writing of any award.

42.0 Rolling Stock

References:

- Federal:** 49 U.S.C., Sec. 5323c and 5323m
49 CFR, Parts 639, 663, and 665
FTA Circular 4220.1F, Chapter IV Sec. 2.e.
FTA Master Agreement, Sec. 15(e), Sec. 15(n), and 16
FTA Best Practices Procurement Manual, Sec. 6.2.1 and 6.3
FTA, Conducting Pre-Award and Post-Delivery Reviews for Rail Vehicle Procurements
- APTA:** American Public Transportation Association, Bus Procurement Guidelines
- State:** ORC Sec. 306.43(G)
- Policy:** The Authority may procure rolling stock by either negotiated procurement or sealed bid. Rolling stock shall be defined to include transit vehicles such as

buses, vans, cars, railcars, locomotives, trolley cars and buses, and ferry boats, as well as vehicles used for support services. Solicitations for rolling stock shall require compliance with all applicable standards regarding dimensions, weight, accessibility, and safety. Unless specifically authorized by the Executive Director, the Authority shall not procure rolling stock, which has not been tested in accordance with Code of Federal Regulations, if applicable. The Authority shall conduct the pre-award and post-delivery audits as required by the Code of Federal Regulations. The Authority shall not, except with the prior approval of the Executive Director, dispose of rolling stock before the end of its useful life as defined by the Federal Transit Administration. If an indefinite delivery (ID) or indefinite quantity (IQ) contract is used for the purchase of rolling stock, the contract must not have a period of performance exceeding five (5) years inclusive of options, extensions, or renewals. In addition, if an ID or IQ contract is used, the contract must also state a minimum and maximum quantity to be purchased, and a good faith estimate of the quantity likely to be purchased.

43.0 Pilot Programs

References: None

Policy: The Authority may use pilot programs of limited time and scope to test new products or systems. Acquisition of products for such tests may be on a sole source basis. Such programs shall last no more than six (6) months, unless the Executive Director determines that a longer duration is required, due to the nature of the item being tested. Before the end of the test period, a report shall be prepared determining the utility of and need for the item tested. Should the item be determined to be both useful and needed, it shall be procured through the appropriate procurement process.

44.0 Disposition of Property

References:

Federal: 49 CFR, Sec. 18.32 and Sec. 18.33
FTA Master Agreement, Sec. 19(h)
FTA Circular 5010.1D, Chapter IV
FTA Best Practices Procurement Manual, Sec. 1.3.3.10

State: ORC Sec. 306.43(K) and (L)

Policy: The Authority may sell personal property, including capital equipment and surplus or obsolete parts and supplies, by sealed bid or public auction. The Authority may also dispose of property by donation to non-profit organizations. Trade-in of used equipment towards the purchase of new equipment shall also be permitted. Sale of capital assets whose fair market value is estimated to exceed the small purchase limit shall be authorized by the Board of Trustees. Sale of federally funded capital assets that have not exceeded their useful life as established by the Federal Transit Administration shall be authorized by the Board of Trustees. The Authority may also transfer items to other transit entities.

45.0 Broker Services

References:

Federal: FTA Best Practices Procurement Manual, Sec. 2.4.3.5

Policy: The Authority may employ brokers to provide services where the use of such brokers is standard industry practice. Broker services shall be procured by competitive negotiated procurement. Payments to brokers shall not be on a cost plus percentage of cost basis.

46.0 Arts in Transit

References:

Federal: FTA Circular 9400.1A

Policy: The Authority shall procure public art for major construction projects through a modified competitive negotiated procurement process, provided that the guidelines set forth in FTA Circular 9400.1A are followed. The policy set forth for negotiated procurements shall be followed to the extent possible within these guidelines. If the Authority chooses, it may procure a consultant to assist in the procurement of public art utilizing standard negotiated procurement policy and procedures. Any resulting contract shall be subject to compliance with federal guidelines.

47.0 Bonds

References:

Federal: FTA Circular 4220.1F, Chapter IV Sec. 2.h.
FTA Master Agreement, Sec. 15(o)
FTA Best Practices Procurement Manual, Sec. 8.2.1

State: ORC Sec. 153.54 and Sec. 9.313

Policy: Except to the extent mandated by law, the Authority shall utilize performance and payment bonds only where the risk to the Authority of non-performance by a Contractor exceeds the anticipated cost of the bond. In determining the applicability of a bonding requirement, consideration should be given to the potential impact on small and disadvantaged businesses. A bid bond may be required on all competitive bid procurements and shall be required on all formal competitive bid requirements. Additional specialized types of bonds may be required for certain procurements. The use of such bonds shall be as directed by the Director of Finance & Administration, upon the advice of the General Legal Counsel and/or OTRP. The Director of Finance & Administration may authorize the reduction of any bond supplied for the rendering of services or the supplying of materials to the extent permitted by Ohio Revised Code section 9.313.

48.0 Buy America

References:

Federal: 49 U.S.C., Sec. 5323(U)
49 CFR, part 661
FTA Best Practices Procurement Manual, Sec. 4.3.3.2.2 and 8.1.4

State: ORC Sec. 306.43(G)

Policy: In making procurements hereunder, the Authority shall, to the extent required by law, require bidders and proposers to certify compliance with Buy America standards, or to provide a basis under which the FTA may grant a waiver.

49.0 Acting

References: None

Policy: Whenever this Policy gives authority or responsibility to the employee holding a certain position, that authority or responsibility shall be exercised by the employee "acting" in that position in the absence of the employee who normally holds it.